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Contract no. 1430

AGREEMENT

between

BOROUGH OF FAIR LAWN

and

WHITE AND BLUE COLLAR EMPLOYEES' ASSOCIATION OF FAIR LAWN

January 1, 1990 through December 31, 1991

Prepared by:

RICHARD M. SALSBERG, ESQ.
DeMARIA, ELLIS & HUNT
744 Broad Street
Suite 1400
Newark, New Jersey 07102

Telephone: (201) 623-1699

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MANAGER'S OFFICE
BOROUGH OF FAIR LAWN

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W I T N E S S E T H:

WHEREAS, certain full-time EMPLOYEES who are eligible for inclusion in an appropriate bargaining unit pursuant to N.J.S.A. 34:13A-5.3 are otherwise unorganized as a bargaining unit, and have engaged in negotiations for compensation as Municipal Employees of the BOROUGH of Fair Lawn; and have chosen to bargain as a unit, by designated representatives, on behalf of "WHITE COLLAR FULL-TIME EMPLOYEES" and "BLUE COLLAR FULL-TIME EMPLOYEES" of the BOROUGH of Fair Lawn; and

WHEREAS, said full-time EMPLOYEES have, through their designated representatives, met with the BOROUGH relative to certain terms and conditions of employment, and compensation therefor.

NOW, THEREFORE, the parties agree as follows:

I. TERMS OF AGREEMENT

This Agreement shall take effect and bind all of the parties from January 1, 1990 through December 31, 1991. Thereafter, all of the provisions of this Agreement shall remain in full force and effect until a new agreement is executed.

II. SALARIES

Effective January 1, 1990, there shall be a salary increase of seven and one-quarter (7-1/4%) percent to be computed upon the base salary of December, 1989.

Effective January 1, 1991, there shall be an additional salary increase of seven (7%) percent. All increases shall be compounded.

III. PRIOR TERMS, CONDITIONS AND BENEFITS

All previous terms, conditions and benefits enumerated herein, which accrue to the EMPLOYEES, shall be continued, except as modified herein.

IV. BEREAVEMENT DAYS

Each EMPLOYEE herein shall be entitled to three (3) bereavement days without loss of pay in the event of the death of a father, mother, father-in-law, mother-in-law, spouse, children or siblings, and grandfather or grandmother, and for all other family members, there shall be a bereavement period of one day with pay.

V. OVERTIME PAY

As to White Collar Employees:

All hours worked in excess of thirty-five (35) a week shall be paid at the rate of one and one-half (1-1/2) times the EMPLOYEE'S hourly rate of pay. As in the past, the determination as to overtime will be scheduled by the Department Head and/or Manager. Overtime shall be based upon base salary plus longevity pay. As to Blue Collar Employees: All hours worked in excess of forty (40) a week shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay. As in the past, the determination as to overtime will be scheduled by the Department Head and/or Manager.

VI. HEALTH BENEFITS

- A. The BOROUGH shall continue to pay each full-time EMPLOYEE'S premiums for the Blue Cross, Blue Shield Medallion Health Coverage Program, or its reasonable equivalent, for each EMPLOYEE, plus dependents.
- B. The BOROUGH shall continue to provide to the members of the bargaining unit the same prescription plan presently in effect.

- C. During each year of this Agreement, the BOROUGH shall reimburse EMPLOYEES in the bargaining unit for the cost of an eye examination and/or prescription glasses, not to exceed a total payment of one-hundred (\$100.00) Dollars per year per EMPLOYEE. This is an "EMPLOYEE only" benefit. Bills are to be submitted to the BOROUGH by September 1st of each year, if possible.
- D. The BOROUGH shall continue to provide to the members of the bargaining unit a family dental plan equivalent to the "Delta Dental Plan," with an annual benefit limitation of \$1000 per family member.

VII. VACATION DAYS

The following vacation time shall accrue to each of the EMPLOYEES and are computed as work days:

0 to end of 1st Calendar Year	- 1 day per month
1 to 5 Years	- 13 days
6 to 10 Years	- 15 days
11 to 15 Years	- 17 days
16 to 20 Years	- 19 days
21 to 25 Years	- 21 days
26 to 30 Years	- 23 days
31 or more Years	- 25 days

Each EMPLOYEE may carry over, from one year to the next, one year's vacation days.

VIII. SICK DAYS

Each of the EMPLOYEES shall have one (1) day sick leave per month for the first year. After the first year, each of the EMPLOYEES shall be entitled to fifteen (15) sick days per year, five (5) days of which may be used as personal days. Sick days may be accumulated from one (1) year to the next. Time is calculated from the first of each year. If a worker is hired during the course of a year, he receives one (1) sick leave day per month until the start of the calendar year. Personal days will be prorated on the amount of sick leave time accumulated for that year, i.e., if an EMPLOYEE starts July 1, he or she would receive two and one-half (2-1/2) personal days out of the five (5) sick leave days allotted him or her for that year.

IX. BENEFITS

It is further expressly agreed that the following benefits derived either directly or indirectly from the BOROUGH Ordinances shall continue for the life of this Agreement:

- (a) Terminal Leave policy as outlined in Ordinance No. 1077 (RGO 2-23), which shall be deemed to be a part of this Agreement as if recited herein at length;

the BOROUGH agrees to modify such policy by changing the fifty (50%) percent limitation to one-hundred percent (100%). It is specifically understood, however that no employee hired after the date of execution of the 1988-1989 contract shall be entitled to any terminal benefit under this policy or this Contract. It is also understood that any employee retiring after the execution date of the 1988-1989 Contract, but before January 1, 1989, shall have the dental plan included as part of his terminal leave coverage.

(b) All other benefits from all other BOROUGH Ordinances now in existence, except that no employee hired after the effective date of the 1990 Salary Ordinance (March 19, 1990) shall be entitled to receive any payment for accumulated sick leave as outlined in BOROUGH Ordinance 1414-88.

X. SALARY INCREMENTS

Each of the EMPLOYEES in a junior or senior position shall move from minimum to maximum in his or her particular job title by a process of Five (5) Steps within five (5) years.

All foremen or the equivalent reach maximum in three (3) years and within Three (3) Steps.

XI. LUNCH HOURS

As to White Collar Employees:

Each of the EMPLOYEES shall have a period of one (1) hour for lunch on each work day.

As to Blue Collar Employees:

Each of the outside EMPLOYEES shall have a period of one-half (1/2 hr.) hour for lunch on each work day.

Said EMPLOYEES shall receive a fifteen minute (15 min.) coffee break in the morning in addition to a fifteen minute (15 min.) coffee break in the afternoon of each work day.

XII. HOLIDAYS

Each of the EMPLOYEES shall have the following paid holidays:

- | | |
|---------------------------|----------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Lincoln's Birthday | 9. Columbus Day |
| 3. Martin Luther King Day | 10. Election Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | Plus day after |
| 7. Fourth of July | 13. Christmas Day |

XIII. UNIFORMS AS TO BLUE COLLAR EMPLOYEES

The terms and conditions of this allowance shall be the same as in the contract of 1975, except that the annual cost to the BOROUGH shall not exceed One-hundred Sixty (\$160.00) Dollars per employee per year.. All Blue Collar EMPLOYEES shall receive a Fifty (\$50.00) Dollar maintenance stipend for uniforms which shall be payable on the pay day immediately preceding the Christmas Holiday.

XIV. SHOE ALLOWANCE

All Blue Collar EMPLOYEES under this Agreement shall receive a shoe allowance in the amount of Sixty (\$60.00) Dollars per year for all those eligible. This allowance shall also be provided to White Collar EMPLOYEES of the Engineering Department, but only once every other year.

XV. HOLIDAY OVERTIME

Any of the EMPLOYEES who shall work on a holiday shall receive double time.

XVI. PROMOTIONS

Any of the EMPLOYEES promoted from the maximum pay rate of a junior position to a senior position shall reach the maximum of the senior position in three (3) equal steps instead of the previous provision of five (5) steps.

XVII. VACANCIES IN POSITIONS

When a vacancy occurs in any position or a new position is established, a reasonable effort shall be made to notify all qualified personnel.

XVIII. DISABILITY PLAN

All EMPLOYEES are to be included in the State of New Jersey Disability Plan, if possible. If not, the BOROUGH will pay Forty-five (\$45.00) Dollars per annum towards the cost of a privately administered plan with similar benefits to the State Plan.

XIX. PROMOTIONS

A. All vacancies in promotional positions shall be filled pursuant to Civil Service procedures.

1. Such vacancies shall be adequately publicized, including a notice to the Association in advance of the date of filling such vacancy. Nothing herein is to be construed to mean that the BOROUGH Manager shall not be free to publicize and otherwise seek qualified personnel from outside of the BOROUGH to fill such vacancies.
 2. EMPLOYEES who desire to apply for such vacancies shall notify the BOROUGH Manager in writing within the time limit specified in the notice.
- B. Promotional positions are defined as follows:
Positions paying a salary differential and/or positions on the administrator-supervisory level, but which are part of the bargaining unit.
- C. In the event Civil Service rules or regulations conflict with any of the above, such rules or regulations shall take precedence over this Article.

XX. ASSOCIATION RIGHTS

The Association shall have the right to exclusive use of one (1) unencumbered bulletin board prominently placed in an EMPLOYEE rest or luncheon area.

XXI. EMPLOYEE AND BOROUGH RIGHTS

- A. This Agreement shall not be construed to deny or restrict any EMPLOYEE or the BOROUGH of any rights as they may have under New Jersey laws or other applicable laws and regulations except where indicated in this Agreement.
- B. Whenever any EMPLOYEE is required to appear before his/her supervisor or the governing body concerning any matter which could adversely affect the continuation of that EMPLOYEE in his/her position of employment, he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview, provided that the EMPLOYEE requests such representative, and further provided that such a representative does not interfere with or delay the meeting or interview by more than two (2) days.

XXII. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement; a grievance may be raised by an individual unit employee, a group of unit employees, or the bargaining unit, at the request of any such individual or group (hereinafter referred to as the "grievant").

2. Any reference to he, him, etc., shall also mean she, her, etc.

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined.

The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time

periods provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

1. Step One -- Immediate Supervisor or Foreman

- a) A Grievant must file his grievance in writing with the Immediate Supervisor or Foreman within five (5) days of the occurrence of the matter complained of. A copy shall be provided to a representative of the bargaining unit.
- b) The written grievance must identify the grievant by name(s) and be signed by him (them) and the bargaining unit. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all BOROUGH representatives whose action or failure to act forms the basis of the grievance, the names of

all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the BOROUGH and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the BOROUGH.

- c) Once a grievance comporting with all the foregoing requirements is timely filed, the Immediate Supervisor or Foreman shall investigate the grievance and render a written response, which shall be given to the grievant within five (5) days from receipt of the grievance.

2. Step Two -- Department Head

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Immediate Supervisor or Foreman has not served a timely written response at Step One, then within five (5) days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Department Head or his designee. Upon receipt of the grievance by the Department Head, the procedures set forth in Step One shall be followed, except that the parties shall meet within ten (10) days of the presentation of the grievance to the Department Head or his designees and the Department Head or designee shall have ten (10) days thereafter to respond in writing.

3. Step Three -- Manager

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within five (5) days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Step Two to the Manager or his

designee. Upon receipt of the grievance by the Manager, the procedures set forth in Step Two shall be followed, except that the parties shall meet within fifteen (15) days of the presentation of the grievance to the Manager or designee, and the Manager or designee shall have ten (10) days thereafter to respond in writing.

4. Step Four -- Arbitration

- a) With respect only to these grievances relating to the express written terms of this Agreement, if the grievance remains unsettled, the bargaining unit may, within fifteen (15) working days after the reply of the Manager by written notice to the BOROUGH, proceed to binding arbitration. A request for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the bargaining unit and BOROUGH shall mutually agree upon a longer time period within which to adjust such a demand.
- b) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by

an arbitrator to be selected through the auspices of the Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.

- c) The cost of the arbitrator shall be split equally between the parties.
- d) The arbitrator shall have no authority to add to, subtract from, or in any manner modify the terms of this Agreement. He shall issue a written award containing his findings of fact and conclusions of law, within the thirty (30) day period aforesaid.
- e) No matter which could be the subject of a Department of Personnel Review (formerly called Civil Service) may be submitted as a grievance.

D. Time limits may only be extended by mutual agreement of the parties in writing.

Robert M. Carlson, Mayor
For the Borough of Fair Lawn

Lester Singer
For the Association

Attest

Attest

Pete White

Robert G.
Edmund Feldman